

AG Contract No. KR01 0576TRN
ADOT ECS File No. JPA 01-52
Project: H583801D
Section: I-10 - Twin Peaks (Linda Vista) TI (MP 236)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MARANA

THIS AGREEMENT is entered into 14 June, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF MARANA, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Sections 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to participate in developing plans, specifications and estimates to the 30% level of completion for the planned (but not programmed) I-10 -Twin Peaks (Linda Vista) traffic interchange (MP 236), at a currently estimated cost of \$1,275,000.00. The parties agree the Town shall be the lead agency for the design effort, hereinafter referred to as the Project. The State shall be responsible for all costs associated with the design effort within the existing State right-of-way, in an amount currently estimated at \$850,000.00, and the Town shall be responsible for all costs associated with the design effort outside of the existing State right-of-way, in an amount currently estimated at \$425,000.00..

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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24695

06/14/01

Dick V. Gruenewald

II. SCOPE

1. The Town will:

a. Provide to State standards design plans, specifications, environmental clearances, bridge selection reports, preliminary materials reports and such other documents and services required for the Project developed to the 30% level of completion.

b. Be responsible for the costs associated with the design effort outside the existing State right-of-way, in an amount currently estimated at \$425,000.00, and for any design consultant claims for extra compensation due to delays or whatever reason attributable to the Town.

c. No more often than monthly, invoice the State, in the form of Exhibit A which is attached hereto and made a part hereof, for its share of the reasonable direct actual cost of the Project inside the State right-of-way, with no Town profit, overhead or fee, in an amount currently estimated at \$850,000.00.

d. Upon completion, approve and accept the Project, and provide the State with copies of the documents for review.

2. The State will:

a. Review the design documents and provide comments.

b. Be responsible for all reasonable direct actual costs associated with the design effort inside the existing State right-of-way, in an amount currently estimated at \$850,000.00, and for any consultant claims for extra compensation due to delays or whatever reason attributable to the State.

c. Within 30 days after receipt and approval of monthly invoices, pay the Town the the States' share of the cost of the Project, in an amount currently estimated at \$850,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments, unless cancelled by either party by 30 days written notice to the other party, or other competent authority.

2. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

5. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Marana
Town Manager
13251 N. Lon Adams Road
Marana, AZ 85653

6. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF MARANA

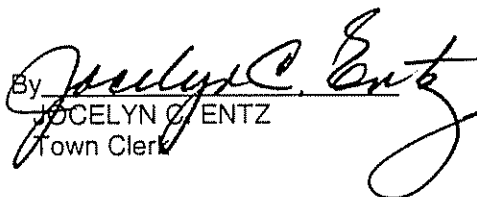
STATE OF ARIZONA

Department of Transportation

By 
BOBBY SUTTON, JR.
Mayor

By 
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

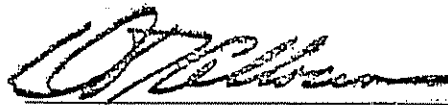
By 
JOCELYN C. ENTZ
Town Clerk



RESOLUTION

BE IT RESOLVED on this 22nd day of April 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Marana for the purpose of defining responsibilities for the design of improvements to the I-10 Twin Peaks (Linda Vista) traffic interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

MARANA RESOLUTION NO. 2001-60

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MARANA, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DESIGNING THE INTERSTATE 10/TWIN PEAKS (LINDA VISTA) TRAFFIC INTERCHANGE.

WHEREAS, pursuant to the Town of Marana's Transportation Plan, the Twin Peaks (Linda Vista) and Interstate 10 traffic interchange is necessary for accommodating current and future traffic within the region; and

WHEREAS, the Town of Marana has levied a development impact fee to partially fund the development of this interchange and associated improvements; and

WHEREAS, the Town of Marana and the State of Arizona Department of Transportation have programmed funds for the design of this new interchange; and

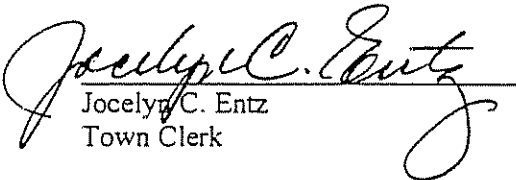
WHEREAS, this new interchange will substantially enhance transportation mobility within Marana and the northwest portion of Pima County;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Mayor is authorized to execute an intergovernmental agreement between the Town of Marana and the Arizona Department of Transportation for the purpose of designing the new Interstate 10/Twin Peaks (Linda Vista) interchange and associated improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 22ND day of May, 2001.



Mayor BOBBY SUTTON, JR.

ATTEST:


Jocelyn C. Entz
Town Clerk



APPROVED AS TO FORM:


Daniel J. Hochuli, Esq.
As Town Attorney and not personally



CERTIFIED

Original _____ Copy ☒

Adopted by Council May 22, 2001

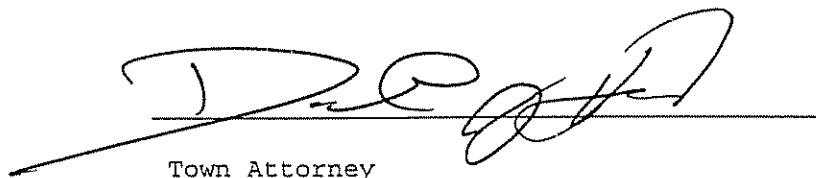
Ordinance # _____ Resolution # 2001-60


Town Clerk _____ Date 05/24/01

APPROVAL OF THE MARANA TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF MARANA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 22nd day of May, 2001.


Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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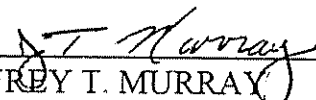
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0576TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 8, 2001.

JANET NAPOLITANO
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

JTM:ggt

Enc.

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